UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF NEW YORK

IN RE:

HOTEL SYRACUSE, INC.

CASE NO. 01-64962

Debtor

Chapter 11

**ERRATA SHEET** 

In the Debtor's original motion for an order authorizing cash collateral, filed August 13, 2001, the Debtor referenced a carve out of \$200,000. Titan apparently had not consented to that amount and on

December 20, 2001, Debtor's counsel stated on the record that Titan has agreed to a \$50,000 carve out for the

Debtor's professionals. See Letter, dated March 13, 2002, from Titan's counsel, Jeffrey A. Dove, Esq., clarifying

the matter.

Accordingly, the Memorandum-Decision, Findings of Fact, Conclusions of Law and Order

dated February 14, 2002, is corrected as follows:

**ARGUMENTS** 

Titan has objected to HR's First Interim Application on the basis

that its representation of the Committee did not benefit the Chapter 11

bankruptcy estate. Additionally, Titan contends that its mortgage lien is

undersecured and there is no unencumbered property from which HR's fees

and expenses can be paid. It has not consented to payment of any

professional fees from its collateral other than the fees of Debtor's counsel,

which have been "carved out" of proceeds of its collateral to the extent of

\$50,000.

Dated at Utica, New York

this 18th day of March 2002

STEPHEN D. GERLING Chief U.S. Bankruptcy Judge